

1 point, can you please remind me where any argument
2 relating to the reported invalidity of the contract
3 based on the lack of a written agency agreement was made
4 in your brief and opposition to this motion?

5 MR. BALL: Well, it was not in the specific
6 argument. What it is is contained in paragraph 12 of
7 Plaintiff's affidavit, which specifically indicates --

8 THE COURT: It says, relying on Defendant's
9 statements and because I genuinely felt as though I had
10 no other choice, I was induced to sign the sales
11 paperwork as my significant other's agent, parentheses,
12 which I later discovered is unlawful, closed
13 parentheses, and ultimately paid for the vehicle.

14 It that the paragraph in which you are
15 referring?

16 MR. BALL: Yes, your Honor.

17 THE COURT: Okay. But if you haven't made this
18 argument at all in your brief, I'm not going to
19 entertain it today. Moreover, even if I were, this is
20 clearly an argument that would go to the validity of the
21 contract as a whole, not specifically the arbitration
22 provision. And so it is not a matter that I can
23 properly consider in the context of evaluating
24 arbitrability according to the Coe case, correct?